

# PONTIAC CITY COUNCIL

Kermit Williams, District 7  
President  
Randy Carter, District 4  
President Pro Tem



Patrice Waterman, District 1  
George Williams, District 2  
Mary Pietila, District 3  
Gloria Miller, District 5  
Dr. Doris Taylor Burks, District 6

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

Website: [http://pontiac.mi.us/council/meeting\\_agendas\\_and\\_minutes/index.php](http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php)

## STUDY SESSION

January 28, 2020

6:00 P.M.

137<sup>th</sup> Session of the 10<sup>th</sup> Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. January 21, 2020

Public Comment

Communications

Department of Public Works (DPW)

2. Snow Removal Report

Office of the City Clerk

3. Medical Marihuana Update

Resolutions

City Council

4. Resolution for Acilene Dembo

Community Development

5. Resolution to schedule a Public Hearing to be held on February 11, 2020 to Re-Program PY 2016 and PY 2019 Community Development Block Grant (CDBG) funds.

50<sup>th</sup> District Court

6. Resolution to authorize Mayor to sign Interlocal Agreement for Mandated Michigan Indigent Defense Commission Standard 4 – Counsel at First Appearance and other Critical Stages.

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Garland S. Doyle, M.P.A., Interim City Clerk

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

**Finance/ I.T.**

7. Resolution to award Meraki Switch contract to PCM at a cost not to exceed \$68,804.07.

**Mayor's Office**

8. Resolution to authorize the Mayor to sign the 2020 Automobile Theft Prevention Authority (ATPA) Grant Sub Recipient Agreement between Oakland County and the City of Pontiac.

**Planning**

9. Resolution to approve the 2020-2024 Parks and Recreation Master Plan for the City of Pontiac

**Adjournment**

**#1**

**MINUTES**

January 21, 2020 Formal

**Official Proceedings  
Pontiac City Council  
135<sup>th</sup> Session of the Tenth Council**

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, January 21, 2020 at 12:00 p.m. by Council President Kermit Williams.

**Invocation**

Pastor Kathrine Dessureau

**Pledge of Allegiance**

**Roll Call**

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams.

Mayor Waterman was present.

Clerk announced a quorum.

**Amendments to the Agenda**

20-22        **Motion to remove all presentations from the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams and Carter

No: None

**Motion Carried.**

20-23        **Motion to move item # 18 (emergency Ordinance to amend Ordinance #2363) after item # 9. (Resolution to approve ZMA for 7 & 9 Glenwood Ave.)** Move by Councilperson G. Williams and second by Councilperson Waterman.

Ayes: Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, Carter and Miller

No: None

**Motion Carried.**

20-24        **Motion to move item # 2 (Public Hearing for Parks & Recreation Master Plan) before public comment.** Move by Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, Miller and Pietila

No: None

**Motion Carried.**

**Approval of the Amended Agenda**

20-25        **Approval of Amended Agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Waterman, G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

**Motion Carried.**

#### **Approval of the Minutes**

20-26        **Approve meeting minutes for January 14, 2020.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila, Taylor-Burks and Waterman

No: None

**Motion Carried.**

#### **Resolutions**

##### **Mayor's Office**

20-27        **Resolution to appoint Mr. Dan Ringo as the Director of Public Works for the City of Pontiac.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Whereas, the Mayor, in accordance with Article IV, Chapter 1, Section 4.106 appoints Dan Ringo as DPW Director for the Department of Public Works; and,

Whereas, in accordance with Article IV, Chapter 1, Section 4.106 such appointment is subject to approval by Council; and

Whereas, Dan Ringo has the credentials, experience, and professionalism necessary to be the DPW Director; and

Whereas, Dan Ringo has served as Deputy Director of Public Works since June 3, 2019;

Now, Therefore, Be It Resolved in accordance with appointment procedures provided by law and the City Charter, Dan Ringo is formally appointed, effective immediately, as Director of Public Worker for the City of Pontiac.

Ayes: Pietila and Waterman

No: K. Williams, Carter, Miller, Taylor-Burks and G. Williams

**Resolution Failed.**

##### **Planning**

20-28        **Resolution to approve the Specially Designed Distributor (SDD) Class C 'Bistro' License on behalf of the petitioner Fillmore 13 Brewery and that notice of approval be sent to the Michigan Liquor Control Commission for consideration.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac City Council chooses to engage in PA 58, 1998, MCL 436.1521a(1)(b) for the issuance of New On-Premises Development District License and establishment of Redevelopment

Liquor Licenses in the Tax Increment Finance Authority Act (TIFA) District under Part 3 of Public Act 57 of 2018.

Whereas, Filmore 13 Brewery, 7 S. Saginaw St. Suite D, has made petition for a Specially Designed Distributer (SDD) Class C 'Bistro' License, and whom meets eligibility requirements for licensure issuance under the MCL 436.1521a(1)(b),

Whereas, the City of Pontiac Planning Commission unanimously approved a recommendation at the December 4, 2019 meeting, that the Bistro Liqueur License for Filmore 13 Brewery be approved for license issuance to the Pontiac City Council,

Whereas, Filmore 13 Brewery, shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and Operations for the petitioned Specially Designated Distributer (SDD) Class C 'Bistro' License and the MCL 436.1521a(1)(b),

Therefore, It Be Resolved that on January 21<sup>st</sup>, 2020, at the regularly schedule City Council meeting, City Council voted to approve the acceptance of the Specially Designated Distributer (SDD) Class C 'Bistro' License on behalf of the petitioner Filmore 13 Brewery, and recommends this application be considered for approval by the Michigan Liquor Control Commission.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams

No: None

**Resolution Passed.**

20-29      **Resolution to approve a Zoning Map Amendment request [ZMA 19-08] for 7 & 9 Glenwood Avenue also known as parcel numbers 64-14-21-383-011 & 012, to amend the current site zoning C-1 Local Business to C-3 Corridor Commercial and M-1 Light Manufacturing with CR Conditional Zoning.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment for 7 & 9 Glenwood Avenue identified as parcel numbers 64-14-21-383-011 & 012 from Manuel David Ferraiuolo; and  
Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On December 18, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment request for 7 & 9 Glenwood Avenue approving the change from the current C-1 Local Business to C-3 Corridor Commercial and M-1 Light Manufacturing with CR Conditional Rezoning; and

Now, Therefore, Be It Resolved that the City of Pontiac City Council approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 19-08) request for 7 & 9 Glenwood Avenue also known as parcel numbers 64-14-21-383-011 & 012, to amend the current site zoning C-1 Local Business to C-3 Corridor Commercial and M-1 Light Manufacturing with CR Conditional Zoning and to allow medical marihuana facilities to locate within the M-1 Light Manufacturing zoned area of the site. Additionally, the CR Conditional Rezoning requires the applicant may only occupy up one hundred thousand square feet of space for medical marihuana non-provisioning facilities until such time that

grocery tenant this is minimum of fifteen thousand square feet receives a certificate of occupancy and is open to the public for business.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams  
No: Carter

**Resolution Passed.**

**Ordinance**

20-30      **Motion to refer item #18 (emergency ordinance to amend Ordinance 2363) to the Planning Commission.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams  
No: Carter and Miller

**Motion Carried.**

**\*\*Ordinance attached as Exhibit A\*\***

Councilwoman Patrice Waterman was excuse from the meeting.

20-31      **Resolution to approve a Zoning Map Amendment [ZMA 19-12] for parcel number 64-14-18-351-017 to amend the current site zoning C-4 Suburban Commercial to C-3 Corridor Commercial with CR Conditional Rezoning.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment with Conditions for a vacant property, identified as Parcel No. 64-14-18-351-017 from OO Cesar Chavez LLC for the rezoning of the aforementioned parcel; and

Whereas, the Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on January 8, 2020, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for vacant property, approving the change from current C-4 Suburban Commercial zoning district to C-3 Corridor Commercial zoning district with Conditions; and

Now, Therefore, Be It Resolved that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 19-12) request for vacant property, also known as PIN 64-1418-351-017, to amend the current site zoning from C-4 Suburban Commercial to C-3 Corridor Commercial zoning district with Conditions.

Ayes: Taylor-Burks, G. Williams, K. Williams, Miller and Pietila

No: Carter

**Resolution Passed.**

20-32           **Resolution to approve a Zoning Map Amendment request [ZMA 19-13] for 676 Cesar Chavez also known as parcel number 64-14-19-429-013 to amend the current site zoning C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment with Conditions for 676 Cesar Chavez, identified as PIN 64-14-19-429-013 from Steven Ori for the rezoning of the aforementioned parcel; and

Whereas, the Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on January 8, 2020, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 676 Cesar Chavez, approving the change from the current C-1 Local Business zoning district to C-3 Corridor Commercial zoning district with Conditions; and

Now, Therefore, Be It Resolved that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 19-13) request for 676 Cesar Chavez, also known as PIN 64-14-19-429-013, to amend the current site zoning from C-1 Local Business to C-3 Corridor Commercial zoning district with Conditions.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

20-33           **Resolution to approve a Zoning Map Amendment request [ZMA 19-14] for 114 W. Walton Blvd. also known as parcel number 64-14-08-380-027 to amend the current zoning C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Whereas, the City has received an application for a Zoning Map Amendment with Conditions for vacant property, identified as PIN 64-14-08-380-027 from Ramon Dent for the rezoning of the aforementioned parcel; and

Whereas, the Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the



aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on January 8, 2020, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 114 W. Walton Blvd., approving the change from the current C-1 Local Business zoning district to C-3 Corridor Commercial zoning district with Conditions; and

Now, Therefore, Be It Resolved that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 19-14) request for 114 W. Walton Blvd., also known as PIN 64-14-08-380-027, to amend the current site zoning from C-1 Local Business to C-3 Corridor Commercial zoning district with Conditions.

Ayes: G. Williams, K. Williams, Miller, Pietila and Taylor-Burks

No: Carter

**Resolution Passed.**

20-34      **Resolution to approve a Zoning Map Amendment request [ZMA 19-15] for 108 W. Walton Blvd. also known as parcel number 64-14-08-380-028 to amend the current zoning C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment with Conditions for 108 W. Walton Blvd., identified as PIN 64-14-08-380-028 from Jose Grandados for the rezoning of the aforementioned parcel; and

Whereas, the Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on January 8, 2020, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 108 W. Walton Blvd., approving the change from the current C-1 Local Business zoning district to C-3 Corridor Commercial zoning district with Conditions; and

Now, Therefore, Be It Resolved that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 19-15) request for 108 W. Walton Blvd., also known as PIN 64-14-08-380-028, to amend the current site zoning from C-1 Local Business to C-3 Corridor Commercial zoning district with Conditions.

Ayes: K. Williams, Miller, Pietila, Taylor-Burks and G. Williams

No: Carter

**Resolution Passed.**

20-35        **Resolution to approve a Zoning Map Amendment request [ZMA 19-16] for 228 W. Walton Blvd. also known as parcel number 64-14-08-354-010 to amend the current zoning C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment with Conditions for 228 W. Walton Blvd., identified as PIN 64-14-08-354-010 from William Moesta for the rezoning of the aforementioned parcel; and

Whereas, the Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on January 8, 2020, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 228 W. Walton Blvd., approving the change from the current C-1 Local Business zoning district to C-3 Corridor Commercial zoning district with Conditions; and

Now, Therefore, Be It Resolved that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 19-16) request for 228 W. Walton Blvd., also known as PIN 64-14-08-354-010, to amend the current site zoning from C-1 Local Business to C-3 Corridor Commercial zoning district with Conditions.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams and K. Williams

No: Carter

**Resolution Passed.**

20-36        **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Miller, Pietila, Tylor-Burks, G. Williams, K. Williams and Carter

No: None

**Motion Carried.**

Councilwoman Mary Pietila was excused from the meeting.

20-37        **Motion to move item #2 (public hearing) before item # 15. (Parks & Recreation Master Plan)** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

**Motion Carried.**

**Public Hearing**

**City of Pontiac 2020-2024 Parks and Recreation Master Plan**

Council President Kermit Williams opened the public hearing at 1:18p.m.

Seven (7) individuals addressed the body during the public hearing.

1. Minister Kathalee James 1579 Marshbank Dr., Pontiac, MI  
Minister James stated that she is the President of the Friends of Pontiac Parks and resident of district 4. She gave her full approval of the plan. It is a great plan. The group that the Mayor put together to help draft the plan is now a permanent group. The group will help oversee the implementation of the plan.
2. Veronica Taylor 160 Jay Hubbard Lane, Pontiac, MI  
She is happy about the master plan. This something positive for the youth in district 7.
3. Billie Swazer 1619 Marshbank Dr., Pontiac, MI  
She expressed concern about the bathroom facilities and trash cans at the parks.
4. Carlton Jones 1323 Oaklawn Dr., Pontiac, MI  
Mr. Jones stated that he supports the master plan. He wanted to emphasis the importance of stating how we are going to maintain them.
5. Ted Reiner 151 Lafayette St., Pontiac, MI  
He is interested in Hawthorne Park and would like to bring a disc golf course there.
6. Jacob Steinbrecher 1438 Farmridge, Waterford, MI  
He expressed interested in bringing the disc golf course to Hawthorne Park.
7. Pastor Katherine Dessureau 1200 Colony Lane, Pontiac, MI  
She lives in district 5 and is interested in Galloway Park. Pastor Dessureau mentioned that they would like to see a water feature at the park and are working on plans to implement one. She stated that she is in support of the master plan in general.

Council President Kermit Williams closed the public hearing at 1:28 p.m.

Council President Kermit Williams was excused from the meeting and Council President Pro-Tem Randy Carter presided over the meeting.

**Resolutions**

**Planning**

20-38

**Resolution to approve Mayoral recommendation to reappoint the following individuals to the Planning Commission Mona Parlove for a term ending June 30, 2021 and Dayne**

**Thomas for a term ending June 30, 2022. (This item was deferred from the November 26, 2019 Council Meeting.)** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now, Therefore, Be It Resolved that based upon the recommendation of the Mayor, that the City Council reappoint Mona Parlove to serve on the City's Planning Commission for a term ending June 30, 2021 and to reappoint Dayne Thomas to serve on the City's Planning Commission for a term ending June 30, 2022.

Ayes: Carter

No: Taylor-Burks, G. Williams and Miller

**Resolution Failed.**

20-39      **Resolution to reappoint the following individuals to the City's Planning Commission Lucy Payne for a term ending June 30, 2023 and Ashley Fegley for a term ending June 30, 2022. (This item was deferred from the December 10, 2019 Council Meeting.)** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now, Therefore, Be It Resolved that based upon the recommendation of the Mayor, that the City Council reappoint Lucy Payne to serve on the City's Planning Commission for a term ending June 30, 2023 and to reappoint Ashley Fegley to serve on the City's Planning Commission for a term ending June 30, 2022.

Ayes: Carter

No: G. Williams, Miller and Taylor-Burks

**Resolution Failed.**

#### **Public Comment**

One (1) individual addressed the body during public comment.

20-40      **Motion for Point of Privilege for Tameka Ramsey to speak.** Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: G. Williams, Carter, Miller, and Taylor-Burks

No: None

**Motion Carried.**

**Closing Comments**

Mayor Waterman, Interim City Clerk Doyle, Councilman George Williams, Councilwoman Taylor-Burks, Councilwoman Miller and Council President Pro-Tem Carter made closing comments.

**Adjournment**

Council President Pro-Tem Carter adjourned the meeting at 2:22 p.m.

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GARLAND S. DOYLE  
INTERIM CITY CLERK

CITY OF PONTIAC  
ORDINANCE NO 2363

AN ORDINANCE TO AMEND ORDINANCE 2363~~1~~ TO INCLUDE MEDICAL MARIHUANA FACILITY USES IN DESIGNATED OVERLAY DISTRICTS TO INCLUDE:

ARTICLE 2, CHAPTER 1, SECTION 2.101, TABLE 1-ZONING DISTRICTS, SPECIAL PURPOSE ZONING DISTRICTS;

ARTICLE 2, CHAPTER 2, SECTION 2.203, TABLE 2-USSES PERMITTED BY DISTRICT;

ARTICLE 2, CHAPTER 5-DEVELOPMENT STANDARDS FOR SPECIFIC USES TO ADD SECTIONS 2.544, 2.545, 2.546, 2.547, AND 2.548;

ARTICLE 3-SPECIAL PURPOSE ZONING DISTRICTS TO ADD CHAPTER 11-MEDICAL MARIHUANA OVERLAY DISTRICTS, AND;

ARTICLE 7-DEFINITIONS TO ADD CHAPTER 2 AND CHAPTER 3, SECTIONS 7.202, 7.203 AND 7.301.

THE CITY OF PONTIAC ORDAINS:

Article 2 Chapters 1 and 2 Section 2.101 Table 1 and Section 2.203 Table 2 Zoning Districts is amended to add:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same	--	--
		--	--
		MMOD	Medical Marihuana Overlay Districts

Amend Article 2 I Chapter 2 - Section 2.203 Table 2 (Uses Permitted By District). Not more than five (5) Medical Marihuana Provisioning Center Facilities are to be located in any one of the three Medical Marihuana Overlay Districts [MMOD], described in Section 3.1106.

Commercial, Office, and Service Uses												
Residential Districts				Commercial Districts					Industrial Districts			
R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Medical Marihuana Grower									o	o	o	Section 2.544
Medical Marihuana Processor									o	o	o	Section 2.545
Medical Marihuana Provisioning Centers									*	o	o	* * o o Section 2.546

Medical Marihuana Safety Compliance Facility			*	o	o	*	*	o	*	o	*	o	Section 2.547
Medical Marihuana Secure Transporter			*	o	o	*	*	o	*	o	*	o	Section 2.548

\* Special Exception Permit Uses outside the Medical Marihuana Overlay Districts

O Principal Permitted Uses in the Medical Marihuana Overlay Districts

**Article 2 Chapter 5 - Development Standards for Specific Uses is amended to add Sections 2.544, 2.545, 2.546, 2.547, and 2.548 as follows:**

**Section 2.544 - Medical Marihuana Grower Facilities**

Grower means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or Provisioning Center, as defined in the Medical Marihuana Facility Licensing Act ("MMFLA"). As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.

1. Class A Grower means a Grower licensed to grow not more than 500 marihuana plants.
2. Class B Grower means a Grower licensed to grow not more than 1,000 marihuana plants.
3. Class C Grower means a Grower licensed to grow not more than 1,500 marihuana plants.

**A. General Provisions**

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Grower Facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. All activity related to the Medical Marihuana growing shall be done indoors.
4. Any Medical Marihuana Grower Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Grower license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Medical Marihuana Grower does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. The Medical Marihuana Grower Facility shall, at all times, comply with the MMFLA and the rules and regulations of the Department of Licensing and Regulatory Affairs – Bureau of Marihuana Regulations ("LARA"), as amended from time to time.

**B. Security**

1. Medical Marihuana Grower Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.



2. Any usable Medical Marihuana remaining on the premises of a Marihuana Grower while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.

**C. Space Separation**

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Grower Facility must be separated from restricted or non-public areas of the Grower Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana Is permitted to be stored or displayed in an area accessible to the general public.

**D. Nuisance Prohibited**

1. Medical Marihuana Grower Facilities shall be free from Infestation by insects, rodents, birds, or vermin or any kind.
2. Medical Marihuana Grower Facilities shall produce no products other than useable Medical Marihuana intended for human consumption.
3. No Medical Marihuana Grower shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Grower is operated.

**E. Licensing**

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Grower Facility.
2. Medical Marihuana Grower uses are ~~not~~ permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
3. Medical Marihuana Growers are not permitted within the same facility with non-Medical Marihuana facility uses.

**F. Disposal of Waste**

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

**G. Signage**

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Grower shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
  - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
  - ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

**H. Co-Location**

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Processor and Provisioning Center.
2. Multiple Class C licenses may be stacked in the same facility as defined by the MMFLA, and shall only be considered as one facility for the purposes of this subsection, provided that a separate application fee is paid for each Class C license.

**I. Building Design**

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.
2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.
3. All necessary building, electrical, plumbing, and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

## **Section 2.545 - Medical Marihuana Processor**

Processor means a commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.

### **A. General Provisions**

1. The Processor shall comply at all times and in all circumstances with the MMFLA, and the general rules of LARA, as they may be amended from time to time.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Processor, and a sign shall be posted on the premises of each Medical Marihuana Processor indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
4. Any Processor Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana product on the premises which shall not exceed the amount permitted under the Processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Processor does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. Processor Facilities shall not produce any products other than those marihuana-infused products allowed by the MMFLA and the rules promulgated thereunder.

### **B. Security**

1. Medical Marihuana Processor Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Processor while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

**C. Space Separation**

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Processor Facility must be separated from restricted or non-public areas of the Processor Facility by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

**D. Nuisance Prohibited**

1. Processor Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind.
2. No Medical Marihuana Processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Processor is operated.

**E. Licensing**

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Processor Facility.
2. Medical Marihuana Processor uses are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
3. Medical Marihuana Processors are not permitted within the same facility with non-Medical Marihuana facility uses.

**F. Disposal of Waste**

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

**G. Signage**

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Processor shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

**H. Co-Location**

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Grower and Provisioning Center.
2. The dispensing of Medical Marijuana at the Processor Facility shall be prohibited.

**I. Building Design**

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.
2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.

## **Section 2.546 - Medical Marihuana Provisioning Center**

Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients, or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a Provisioning Center for purposes of this ordinance.

### **A. General Provisions**

1. Medical Marihuana Provisioning Centers shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Provisioning Center, and a sign shall be posted on the premises of each Medical Marihuana Provisioning Center indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.

### **B. Security**

1. Medical Marihuana Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Provisioning Center while the Medical Marihuana Provisioning Center is not in operation shall be secured in a safe permanently affixed to the premises.

### **C. Space Separation**

1. Unless permitted by the MMFLA public areas of the Medical Marihuana Provisioning Center must be separated from restricted or non-public areas of the Provisioning Center by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.
3. Medical Marihuana may be displayed in a sales area only if permitted by the MMFLA.

**D. Nuisance Prohibited**

1. No Medical Marihuana Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Provisioning Center is operated.

**E. Drive-Through**

1. Drive-through windows on the premises of a Medical Marihuana Provisioning Center shall not be permitted.

**F. Licensing**

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Provisioning Centers.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Provisioning Center.
3. No more than five (5) Provisioning Centers shall be established in each of the Medical Marihuana Overlay Districts including Cesar Chavez, Walton Blvd, and C-2 Downtown Overlay Districts.
4. No More than five (5) Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined outside the Medical Marihuana Overlay Districts.
5. Within the Cesar Chavez and Walton Blvd Overlay Districts Provisioning Centers are located in the C-3, M-1, and M-2 zoning districts.
6. Medical Marihuana Provisioning Centers are not permitted within the same facility with non-Medical Marihuana facility uses.

**G. Disposal of Waste**

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

**H. Signage**

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It- shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Medical Marihuana Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

**I. Co-Location**

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Processor.



## **Section 2.547 - Medical Marihuana Safety Compliance Facility**

Safety Compliance Facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to a Medical Marihuana Facility.

### **A. General Provisions**

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Safety Compliance Facility, and a sign shall be posted on the premises of each Medical Marihuana Safety Compliance Facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. Any Medical Marihuana Safety Compliance Facility shall maintain a log book and/or a database identifying by date the amount of Medical Marihuana on the premises and from which particular source. The Facility shall maintain the confidentiality of qualifying patients in compliance with the MMMA, and MMFLA, as amended.

### **B. Security**

1. Medical Marihuana Safety Compliance Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Safety Compliance Facility while the Medical Marihuana Safety Compliance Facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

### **C. Space Separation**

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Safety Compliance Facility must be separated from restricted or non-public areas of the Safety Compliance Facility by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

**D. Nuisance Prohibited**

1. No Medical Marihuana Safety Compliance Facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Safety Compliance Facility is operated.

**E. Licensing**

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Safety Compliance Facility.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Safety Compliance Facility.
3. Medical Marihuana Safety Compliance uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana Overlay Districts and in the C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.
4. Medical Marihuana Safety Compliance Facilities are not permitted within the same facility with non-Medical Marihuana facility uses.

**F. Disposal of Waste**

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the city so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

**G. Signage**

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Safety Compliance Facility shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
  - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and

- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

**H. Building Design**

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

## **Section 2.548 - Medical Marihuana Secure Transporter**

Secure Transporter means a commercial entity located in this state stores marihuana and transports marihuana between medical marihuana facilities for a fee. A Secure Transporter shall comply at all times with the MMFLA and the rules promulgated thereunder.

### **A. General Provisions**

1. Consumption and/or use of marihuana shall be prohibited at a facility of a Secure Transporter.
2. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of medical marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.
3. A Secure Transporter licensee and each stakeholder shall not have an interest in a Grower, Processor, Provisioning Center, or Safety Compliance Facility and shall not be a registered qualifying patient or a registered primary caregiver.
4. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

### **B. Secure Storage**

1. Storage of medical marihuana by a Secure Transporter shall comply with the following:
  - i. The storage facility shall not be used for any other commercial purpose.
  - ii. The storage facility shall not be open or accessible in the general public.
  - iii. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinances.
2. All marihuana stored within the facility shall be stored within enclosed, locked facilities in accordance with the MMFLA, as amended.

### **C. Sanitation**

1. All persons working in direct contact with marihuana being stored by a Secure Transporter shall conform to hygienic practices while on duty, including but not limited to:
  - i. Maintaining adequate personal cleanliness.
  - ii. Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated.
  - iii. Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until the condition is correct

**D. Disposal of Waste**

1. Disposal of medical marihuana shall be accomplished in a manner that prevents its acquisition by a person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

**E. Transport Driver**

1. A Secure Transporter shall comply with all of the following:
2. Each driver transporting marihuana must have a chauffeur's license issued by the state.
  - ii. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years.
  - iii. Each vehicle shall always be operated with a two-person crew with at least one individual remaining with the vehicle during the transportation of marihuana.
3. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement office upon request.
4. The medical marihuana shall be transported by one or more sealed containers and not be accessible while in transit.
5. A secure transporter vehicle shall not bear markings or other indication that it is carrying medical marihuana or a marihuana infused product.

**F. Signage**

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Secure Transporter shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
  - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and

- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

**G. Licensing**

1. The License required by this chapter shall be prominently displayed on the premise of a Medical Marihuana Secure Transporter use.
2. Medical Marihuana Secure Transporter uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana and in the C-1, C-2, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.
3. Medical Marihuana Secure Transporters are not permitted the same facility with non-Medical Marihuana facility uses.

**Article 3 - Special Purposes - Zoning District is amended to add Chapter 11 as follows: Chapter 11- Medical Marihuana Districts**

**Section 3.1101 – Intent**

The purpose of the Medical Marihuana Overlay District (MMOD) is to provide for the placement of Medical Marihuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the City.

**Section 3.1102 - Medical Marihuana Overlay District Uses**

The following Medical Marihuana uses in the Medical Marihuana Overlay Districts, provided the development also meets the Design & Building Standards set forth in Section 3.1112 and Article 2 Chapter 5 Development Standards for Specific Uses:

1. Provisioning Center;
2. Safety Compliance Facility;
3. Secure Transporter;
4. Grower; and
5. Processor.

**Section 3.1103 - Medical Marihuana Overlay District Permitted Accessory Uses**

1. Off-Street Parking, Loading and Unloading as required per Section 4.307; and
2. Any use that is not incidental to the permitted principal use.

**Section 3.1104 - Medical Marihuana Uses Requiring Site Plan Review**

All Medical Marihuana uses are subject to Site Plan Review set forth in Article 6, Chapter 2, Section 6.202

**Section 3.1105 – Licensing**

All operators of medical marihuana facilities must obtain a State of Michigan & City of Pontiac License.

### **Section 3.1106 - Medical Marihuana Uses Requiring Planning Commission Special Exception Permit**

Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter 5, Development Standards for Specific Uses

### **Section 3.1107 - Standards for Special Exemption Approval**

For consideration of Medical Marihuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marihuana facility on its location will:

1. Not impact surrounding residential neighborhoods.
2. Provide easy access for patients with accessible parking.
3. Be adequately served by utilities with sufficient capacity.
4. Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
5. Demonstrate a safe and security environment, and uphold the public welfare of the community.
6. Do not add unintended or impromptu costs to City and municipal services.
7. Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.

### **Section 3.1108 - MMOD Location Description**

Medical Marihuana Overlay District boundaries are established on the Medical Marihuana overlay district Maps. The Medical Marihuana Overlay District Maps may be a single sheet or composed of several map sheets and shall be kept on record in the City of Pontiac Clerk and Building safety offices.

The Medical Marihuana uses permitted in the MMOD must meet the following requirements:

**A. OVERLAY #1:** All properties along Walton Blvd and streets north of Walton Blvd, but not including areas north of Collier Road between the west side of Telegraph Road to Fuller Street including those contained within Overlay Map 1 for this MMOD.

- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #1.

**B. OVERLAY #2:** All properties along Cesar Chavez, starting from the Kennett Road Landfill and areas south to Cesar Chavez to W. Montcalm St

Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #2. See Overlay Map #2 for this MMOD.



- C. **OVERLAY #3:** All properties within C-2 Downtown zoned district.
- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #3.

The Overlay District is an effective regulatory tool to implement the establishment of Medical Marihuana businesses in the City of Pontiac. An Overlay District is applied over one or more previously established zoning districts, establishing additional or stricter regulations, standards and criteria for Medical Marihuana uses in addition to those of the underlying zoning district.

#### **Section 3.1109 - Permitted Uses in Commercial Districts (Non-Overlay)**

In addition to MMOD Locations as described in Section 3.1108, all medical marihuana uses, ~~excluding Medical Marihuana Grower and Processor,~~ are permitted in C-1, C-3, C-4, M-1 and M-2 districts excluding Grower and Processor which are permitted in M1 and M2 subject to all requirements under this Chapter 11, including but not limited to Section 3.11010 - Buffer Distance Restrictions. There shall be no more than five (5) Medical Marihuana Provisioning Centers allowed in all of C-1, C-3, C-4, zoning districts combined, and shall be awarded based on the highest scoring applications received for those proposed qualifying locations that are not in one of the three Overlay Districts described in Section 3.1108 above.

#### **Section 3.11010 - Buffer Distance Restrictions**

- A. The proximity of the proposed medical marihuana facility shall not be less than:
1. 1,000 feet from an operational public or private school;
  2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed and registered with the State of Michigan Department of Health and Human Services or its successor agency;
  3. 500 feet from a public park with playground equipment;
  4. 500 feet from a religious institution that is defined as tax exempted by the Oakland County Assessor; and
  5. Applicable only for properties located in a C-1, C-3, and C-4, M1 and M2 zoned properties located outside the Medical Marihuana Overlay Districts:
    - i. 250 feet from a residential-zoned property. Notwithstanding anything contained within Section 3.1107. B to the contrary, such distance between a residentially-zoned property and the contemplated location shall be measured at right angles.
- B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the

centerline determined by projecting straight lines at right angles to the centerline from the primary point of ingress to the school, childcare center, or religious institution, residential dwelling unit or from the playground equipment in a public park, and from the primary point of ingress to the medical marihuana facility along the centerline to the primary street address building entrance.

1. Vacant residential-zoned lots shall be measured to the side yard setback as defined in Article 2, Chapter 3, and Section 2.301 Summary of Dimension Standards of the Pontiac Zoning Ordinance.

### **Section 3.11011 - Co-Location**

- A. Consistent with the MMFLA and rules promulgated by the department, any combination of Growers, Provisioning Centers, and Processors may operate as separate medical marihuana facilities at the same physical location;
- B. Consistent with the MMFLA and rules promulgated by the department, applicants for Class C Growers permits shall be allowed to receive multiple such permits and operate under each permit in a single facility.
- C. Medical Marihuana Provisioning Center, consistent with the MMFLA, any combination of Grower, Processor, and Provisioning Centers may operate as separate medical marihuana facilities in the physical location. Provided that the Provisioning Center is incidental to the principal use and that the total amount of internal floor areas of the structure locate to the Provisioning Center does not exceed 20% of the floor area of the total establishment;

### **Section 3.1112 - Building Design, Area, Height, Bulk, and Placement**

- A. Building and design improvements must comply with the underlying zoning requirements of Article 2, Chapter 4 Private Frontage Design Standards and the Specific Uses Development Standards outlined in Article 2, Chapter 5 of this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.
- D. Odor shall be managed through the installation of activated carbon filters on exhaust outlets to the building exterior from any rooms used for the production, processing, testing, selling, research and warehousing. Negative air pressure shall be maintained within the rooms.

- E. An alternative odor control system may be approved by the Pontiac Building official based on a report by a registered Mechanical Engineer licensed by the State of Michigan, demonstrating that the alternative system will control odor equally or better than the required activated carbon filtration system.
- F. Generators must be installed to operate the air filter system in case of power outage or failure.
- G. Any lighting device with intermittent fading, flashing, blinking, rotating or strobe light illumination is prohibited on any Medical Marihuana building, structure or property located inside the Medical Marihuana overlay Districts or a Medical Marihuana building, structure or property located outside the Medical Marihuana Overlay Districts.
- H. Luminous tube lighting [e.g. neon, rope lighting] shall not be used to outline or frame doors and/or windows.
- I. Luminous tube and exposed bulb fluorescent lighting is prohibited as an architectural detail on all building/structures [e.g. along the roof line, eaves] and on all building facades.
- J. Exterior site lighting must be installed in site parking areas, egress, and ingress areas. Lighting must be compliant with Article 4, Chapter 5 of the Zoning Ordinance.
- K. It shall be prohibited to display any signs that are inconsistent with state or local law, and Article 5, of the Zoning Ordinance.
- L. It shall be prohibited to use the symbol or image of a marihuana leaf or the medical “green” cross symbol in any exterior building signage.
- M. The following sign language is not permitted on any Medical Marihuana facility use; Marihuana, Marijuana, cannabis, Ganja, Dope, Roach, Hash, Reefer or any other word/phrase with similar likeness.
- N. Window signs that occupy not more than 10 percent of the inside surface of the windows area of each floor level of a business or building are permitted.

### **Section 3.1113- Review Authority and Establishment**

- A. The Planning Commission shall be the Special Exception and Site Plan Review Authority for the permitted medical marihuana uses outside the Medical Marihuana Overlay Districts and Site Plan Review Authority for Medical Marihuana uses in the Medical Marihuana Overlay Districts.
- B. Medical Marihuana uses must be in accordance with the Special Exception Permit review standards contained in Article 6, Chapter 3 of the Zoning Ordinance.
- C. A Special Exception Permit for medical marihuana uses require Public Notice of 500 feet from the proposed medical marihuana facility;
- D. All permitted medical marihuana uses must be in accordance with the Uses Development Standards outlined in Chapter 2 of the Zoning Ordinance;
- E. Within the MMOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

**Article 7 - Definitions is amended to add Chapter 2, and Chapter 3 as follows: Article 7 - Definitions I Chapter 2**

**Section 7.202 Commercial, Office, and Service Uses**

**A.** Provisioning Center means a commercial entity that purchases medical marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.

1. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.

**B.** Safety Compliance Facility means a commercial entity that receives marihuana from a medical Marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.

**C.** Secure Transporter means a commercial entity located in this state that stores marihuana and transports medical marihuana between medical marihuana facilities for a fee.

**Section 7.203 - Industrial Uses**

**A.** Walton Blvd Medical Marihuana Overlay District (see Map 1.)

**B.** Cesar Chavez Medical Marihuana Overlay District (see Map 2)

**C.** C-2 Downtown Medical Marihuana Overlay District (see Map 3)

- D.** Grower means a commercial entity that cultivates, dries, trims, or cures, and packages marihuana for sale to a Processor or Provisioning Center. As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.
- a. Class A Grower means a Grower license to grow not more than 500 marihuana plants.
  - b. Class B Grower means a Grower license to grow not more than 1,000 marihuana plants.
  - c. Class C Grower means a Grower license to grow not more than 1,500 marihuana plants.
- E.** Processor means commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.
- F.** Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.
- a. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.
- G.** Safety Compliance Facility means a commercial entity that receives marihuana from a medical Marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.
- H.** Secure Transporter means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee.

## **Article 7 - Definitions I Chapter 3**

### **Section 7.301-General Definitions**

- A.** Medical Marihuana Facility means a location at which a Grower, Processor, Provisioning Center, Secure Transporter, or Safety Compliance Facility is licensed to operate under the MMFLA.
- B.** MMLFA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being Sections 333.27101 to 333.27801 of the Michigan Compiled Laws.
- C.** MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being Sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

Pursuant to Pontiac City Charter Provision 3.112(e), this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this \_\_\_\_9<sup>th</sup>-day of \_\_\_\_\_April, 2019.

The City Clerk shall publish this Emergency Ordinance in a newspaper of general circulation. The Emergency Ordinance is effective after publication. Garland S. Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Emergency Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Chambers in said City on the 9<sup>th</sup>-day of April, 2019 \_\_\_\_\_.

\_\_\_\_\_  
Garland S. Doyle, Interim City Clerk

I further certify that the foregoing was published in the Oakland Press, a newspaper of general circulation in the City of Pontiac, on \_\_\_\_\_the 15<sup>th</sup>-day of April, 2019.

\_\_\_\_\_  
Garland S. Doyle, Interim City Clerk

**#2**

**COMMUNICATION**

# DPW Snow Removal Operations<sup>A1</sup>

Winter 2020





## Road Responsibilities

- The City of Pontiac is classified into Major and Local Roads North and South of M59
- The City provides snow removal of all local roads south of M59 and all Major roads in the city. Cesar (Snow Removal Partner) removes snow on all locals North of M59
- MDOT maintains Woodward Loop, M-59 (Huron), Cesar Chavez, Cass and Perry.
- Snow Operations Map: Majors=Red, Criticals=Blue, Locals=Gray



# Snow Emergency Declarations

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- The City relies on the weather report and snow fall declarations from the Oakland County Airport
- A recommendation is made to the Mayor and once approved a Snow Emergency is issued prior to deploying staff for snow operations
- Snow Emergency Declarations are communicated in writing to our IT Department to post on the City's various outlets, so residents are aware in enough time to act
- Snow Emergency Declarations last until the crews have had a chance to remove the snow and salt the roads with A5 immediate snow of significant snow fall inside 48 hours



Mayor Deirdre Waterman

City of Pontiac  
Michigan

Department of Public Works

## PRESS RELEASE

### City of Pontiac Declares a Snow Emergency

Due to the upcoming winter storm, the City of Pontiac has declared a snow emergency, effective **12 AM Saturday morning, January 18, 2020, until further notice**. No parking on residential streets is permitted after 12 AM on local streets.

This will allow City workers and contractors to clear the roads in residential neighborhoods as quickly and completely as possible.

Sincerely,

City of Pontiac



# When Does DPW Deploy

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- The Department of Public Works has a Snow Operations Plan that is updated annually and has been in existence in its current form since 2012
- Every snow event has to be treated as an individual event due to intensity, length and temperature.
- DPW deploys any time of day based on weather reports first hand observations

## 2020 Snow Operations

### Background

Winter snow storms become unpredictable because of various accumulations, moisture content of the snow, ambient and wind chill temperatures, timing, duration, and wind direction and velocity. These factors suggest that no two storms are identical, creating a unique plan to mitigate the hazardous conditions for each individual snow storm.

### Goals and Objectives

The City of Pontiac's goal is to abate the hazardous conditions created from snow and ice accumulation on major roads, city operated facilities, and secondary roads. Motorist and pedestrians should continue to use caution while operating and functioning on roads and sidewalks during the winter months because of the potential hazards created by snow, ice, wind, and freezing temperatures.

The City of Pontiac will develop and implement a plan in attempts to make streets accessible for vehicles properly equipped for winter driving conditions during and after each storm, in accordance with the guidelines set herein. This plan includes attempts to clear all primary routes to bare pavement within twelve (12) hours from the end of the snow storm, designated as the first priority. Secondary routes may be snow packed but passable during and after snow storms with less than six (6) inches of accumulation. When accumulations exceed six (6) inches from a single snow storm and weather forecasts suggest continual freezing temperatures, the City of Pontiac will begin plowing subdivision streets, designated. The subdivision streets have a completion objective of 48 hours from the time the snow stops when the accumulation range is from six (6) to ten (10) inches. This objective will result in removed snow accumulating on areas adjacent to roads creating additional sight hazards for motorists and pedestrians. These objectives will also likely leave areas where pavement is not bare because of now packed snow.

The City of Pontiac will accomplish these goals and objectives using the available resources and implementing a unique plan to each snow and ice event.

## Order of Service During a Snow Event

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- Major Roads are the first priority
- Critical Areas are the second priority. These are locations with steep hills or other areas deemed a priority
- After majors are completed; teams communicate with the Supervisor to determine where to redeploy staff
- Staff is then redeployed based on areas of deficiencies and hours worked

## Salting

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- DPW gets its salt from the RCOC. Pontiac does not own a salt barn
- Before a Snow Emergency Declaration is made DPW prepares its vehicles for deployment including loading salt
- Timing of snow fall, weather and ambient temperature impact salt's ability to work



## Landscape/Snow RFP Bid Opening 2/2020

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- Discussion of need at the Sub-Committee
- Discussion and review of the needs at the DPW Meeting
- Release or Publication of the RFP/RFQ/RFI to the public
- Public Opening of Bids by the City Clerk's Office
- Designation of a Selection Committee for that BID
- Review of the Received Bids by the Selection Committee
- Ranking of BIDs and Shortlisting for Oral Interviews
- Oral Interviews by Selection Committee
- Selection and Recommendation to the Mayor for Council
- Resolution Presented to Council for Approval and Adoption



# Conclusion

- Constant review of weather report and determination of deployment
- Truck preparation and Snow Emergency Declaration
- Deployment of all available staff/trucks + Snow Contractor
- Assess first pass of snow for Major, Locals and Lots
- Salting
- Rest and Reassess

**#3**

**COMMUNICATION**



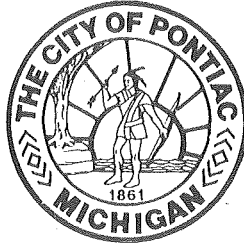
GARLAND S. DOYLE, M.P.A.

*Interim City Clerk*

*FOIA Coordinator*

SHEILA GRANDISON

*Deputy City Clerk*



OFFICE OF THE CITY CLERK

47450 Woodward Avenue

Pontiac, Michigan 48342

Phone: (248) 758-3200

Fax: (248) 758-3160

## MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: January 24, 2020

RE: Medical Marihuana Update

I will cover the following topics in my update.

- I. Provisioning Center Applications
- II. Professional Expert Agreements
- III. Provisioning Center Scoring Team
- IV. Medical Marihuana Applications (Dept 255) Budget

Thank you

**#4**

# **RESOLUTION**

## City of Pontiac Resolution for Acilene Dembo

**WHEREAS,** it is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to uplifting, inspiring and empowering the community; and;

**WHEREAS,** it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Acilene Dembo, a giving and devoted member of this community; and,

**WHEREAS,** Acilene Dembo was born on September 23, 1956 and spent many of her young adult years on Pontiac's southside; and,

**WHEREAS,** Acilene Dembo attended Pontiac schools and graduated from Pontiac Central High in 1974; and,

**WHEREAS,** Acilene Dembo earned a Bachelor of Arts degree in Early Childhood Development from Michigan State University; and,

**WHEREAS,** Acilene Dembo had an unwavering dedication to teaching and enhancing the lives of the youth in the community; and,

**WHEREAS,** distinguished by her immeasurable contributions to the City of Pontiac, Acilene Dembo not only worked as a Headstart Teacher with OLHSA for fourteen years, but selflessly committed twenty years of service to the Pontiac Youth Recreation Department where she was actively engaged in arts and crafts and in sports with the youth; and,

**WHEREAS,** Acilene Dembo subsequently retired from the City of Pontiac and moved to Arizona, so that she could continue to hold dear, what she treasured the most, her daughter Erika and her two beautiful grandchildren.

**NOW, THEREFORE BE IT RESOLVED,** that the Members of the Pontiac City Council and members of this great community will greatly miss Acilene Dembo, as her life was a portrait of service, a legacy which will long endure the passage of time and will remain as a comforting memory to all those whose lives she touched; we give our sincerest condolences to the family and friends of Acilene Dembo.

*Kermit Williams*

**Kermit Williams, President**

*Randolph Carter,*

**Randolph Carter Pro-Tem**

*George Williams*

**George Williams, Councilman**

*Gloria Miller*

**Gloria Miller, Councilwoman**

*Patrice Waterman*

**Patrice Waterman, Councilwoman**

*Mary Pietila,*

**Mary Pietila, Councilwoman**

*Doris Taylor-Burks*

**Doris Taylor-Burks, Councilwoman**

**#5**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Council President and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**DATE:** January 23, 2020

**Cc:** Mayor Waterman, Anthony Chubb, City Attorney: and Irwin Williams, Interim Finance Director

**RE:** **Resolution to schedule a Public Hearing on February 11, 2020 to Re-Program PY 2016 and PY 2019 CDBG funds.**

The Department of Housing and Urban Development (HUD) requires communities to hold a public hearing in order to reprogram funds. As such, it is respectfully requested that the City Council schedule this hearing to be held on February 11, 2020.

We will be requesting the reprogramming of FY 2016 Funds (9,225.58) and PY 2019 (\$9226.00).

The following resolution is recommended:

*Whereas, in accordance with HUD regulations, a public hearing is required to re-program funds.*

*Now therefore it is resolved that a Public Hearing be held on February 11, 2020 to Re-Program PY 2016 and PY 2019 CDBG funds.*

JBD

**#6**

# **RESOLUTION**



*Executive Branch*

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## CITY OF PONTIAC

**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Ashley Johnson, MIDC Executive

**Thru:** Office of Deputy Mayor, Jane Bais-DiSessa

**Cc:** Anthony Chubb, City Attorney for the City of Pontiac, Lynette Ward 50<sup>th</sup> District Court Administrator, Chief Judge Cynthia Walker

**DATE:** December 19, 2019

**RE:** **Interlocal Agreement for Mandated Michigan Indigent Defense Commission Standard 4 – Counsel at First Appearance and other Critical Stages**

For your consideration is attached the Interlocal Agreement for Mandated Michigan Indigent Defense Commission for Appointments of Arraignment–Only Attorneys at the Oakland County Jail. This agreement has been reviewed and approved by the City Attorney, Anthony Chubb. MIDC Standard 4– Counsel at First Appearance and other Critical Stages, requires local funding units to fund arraignment–only attorneys who will be necessary to conduct pre-arraignment interviews and appear at the video arraignments at the Oakland County Jail. In order to effectively and efficiently comply with the MIDC Standard 4, the County and the other local funding units (including the City of Pontiac) have collaborated to provide the mandated counsel at first appearance during video arraignments at the Oakland County Jail for attorneys who represent indigent defendants.

The Interlocal Agreement provides that the County will invoice the City of Pontiac (referenced as the Funding Unit) an amount not to exceed 65% of the Funding Unit's FY2020 grant (65% was determined due to the Oakland County Jail MIDC implementation starting on March 2, 2020 due to the construction delays. The funding unit budgeted \$312,775 for Oakland County Jail Arraignment's), from the MIDC, for the purposes of reimbursing County for providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail. Oakland County will apply for future grants from the MIDC and receive all MIDC Arraignment grant funding, and will act as the grant administrator for all local funding units within the County only for the purposes of complying with MIDC Standard 4. The Interlocal Agreement further provides that the Funding Unit shall not apply for further grants to the MIDC for any grant funds to cover the cost of providing Arraignment–Only Attorneys in the Oakland County Jail. We will continue to apply for grant funds for other services mandated by the MIDC.

As such, the following resolution is respectfully recommended for City Council consideration:

WHEREAS MIDC Standard 4 – Counsel at first appearance/arraignment, requires local funding units to fund, establish, implement, and ensure that counsel is available to conduct pre-arraignments interviews and appear at the arraignments for indigent defendants; and

WHEREAS to effectively and efficiently comply with the MIDC Standard 4, the County and the other local funding units have collaborated with Oakland County to provide and request grant funding through MIDC for counsel at first appearance/arraignment to be conducted at the Oakland County Jail for attorneys who represent indigent defendants within the County; and

**Memo – Interlocal Agreement for MIDC for Appointments of Arraignment-Only Attorneys**  
**December 19, 2019**  
**Page 2 of 2.**

WHEREAS the Interlocal Agreement provides that Oakland County will apply for grants from the MIDC, receive all MIDC Arraignment-Only attorneys in the Oakland County Jail grant funding and will act as the grant administrator for all local funding units within the County only for the purposes of complying with MIDC Standard 4; and

WHEREAS Oakland County may terminate or cancel the Interlocal Agreement, in whole or in part, immediately upon notice to the City of Pontiac if the city fails to pay Oakland County any monies due and owing under the Agreement as it pertains to FY2020 for Standard 4 from the MIDC.

NOW THEREFORE BE IT RESOLVED that the City Council approves and authorizes the attached Interlocal Agreement.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and/or designee to execute the attached Interlocal Agreement between Oakland County and any local funding unit within the County that signs the Agreement.

BE IT FURTHER RESOLVED that as provided in Exhibit 1, the City of Pontiac agrees to pay Oakland County \$203,304 which is 65% of the Funding Unit's portion of the MIDC grant (the 65% is due to Oakland County Jail's renovation delay making the start date March 2, 2020) fund subcategory for reimbursing Oakland County for providing the Arraignment-Only attorneys in the Oakland County Jail. The City of Pontiac shall remit payment through two invoices, first in the amount of \$109,471 by March 2, 2020 and the second in the amount of \$93,833 from the City of Pontiac's Funding Unit's portion of the MIDC grand fund subcategory for reimbursements to Oakland County by May 29, 2020.



**MISCELLANEOUS RESOLUTION #xxxxx19xxx**

BY: Ashley Johnson, Michigan Indigent Defense Commission Executive

**IN RE: CORPORATION COUNSEL – INTERLOCAL AGREEMENT FOR MANDATED MICHIGAN INDIGENT DEFENSE COMMISSION STANDARD 4 – COUNSEL AT FIRST APPEARANCE AND OTHER CRITICAL STAGES**

To the Pontiac City Council

Chairperson, Ladies and Gentlemen:

WHEREAS the State of Michigan has encouraged governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS the Michigan Indigent Defense Commission Act (MIDC Act), MCL 780.981 et al, requires local funding units (counties, cities, villages and townships) to take over the delivery of indigent defense systems and comply with MIDC established minimum standards; and

WHEREAS the MIDC Act requires local funding units to create a compliance plan and the cost analysis required to deliver indigent defense services in compliance with the first four approved MIDC standards; and

WHEREAS MIDC Standard 4 – Counsel at First Appearance and Other Critical Stages, requires local funding units to provide indigent defense counsel to incarcerated defendants at video arraignments conducted from the Oakland County Jail (OCJ) ; and

WHEREAS the County is the local funding unit for the 6<sup>th</sup> Circuit Court and the four election division districts of the 52<sup>nd</sup> District Court; and

WHEREAS within the County there are also fifteen (15) local funding units for the 43<sup>rd</sup> through 51<sup>st</sup> District Courts that are required to comply with appointment of indigent defense counsel for their incarcerated defendants who appear for video arraignments in the OCJ; and

WHEREAS the County and the other non-County local funding units within the County wish to collaborate more efficiently and cost effectively to provide indigent defense counsel to incarcerated defendants at video arraignments in the OCJ; and

WHEREAS the County and the other non-County local funding units within the County wish to memorialize their collaboration to provide indigent defense counsel to incarcerated defendants at video arraignments in the OCJ through an Interlocal Agreement; and

WHEREAS the Interlocal Agreement provides that beginning on or about March 2, 2020, the County will provide arraignment-only attorneys in the OCJ Monday through Friday to represent the non-County local funding units' misdemeanor and felony charged defendants in the OCJ at their video arraignments on criminal complaints and warrants, bench warrants or probation violations; and

WHEREAS the Interlocal Agreement provides that beginning on or about March 2, 2020, the County will provide arraignment-only attorneys on all Saturdays and Sundays to represent the indigent misdemeanor and felony charged defendants in the OCJ at their video arraignments on criminal complaints and warrants from those non-County funding units which participate in the 52<sup>nd</sup> District Court Local Administrative Order Weekend Arraignment Program; and

WHEREAS the non-County local funding units have been awarded grants from an MIDC grant fund subcategory to reimburse the County for providing arraignment-only attorneys in the OCJ for all of the non-County funding units' defendants; and

WHEREAS for the current fiscal year only, the Interlocal Agreement requires the non-County local funding units to pay the County 65% of the funding unit's portion of the MIDC grant fund subcategory for reimbursing the County for providing arraignment-only attorney services in the OCJ from on or about March 2, 2020 through September 30, 2020; and

WHEREAS the Interlocal Agreement provides that in future fiscal years of the Interlocal that the County will apply for grants directly from the MIDC for the purpose of complying with MIDC Standard 4 regarding defendants incarcerated in the OCJ; and

WHEREAS the Interlocal Agreement anticipates that in FY2021 and all future fiscal years, the County will receive all MIDC grant funding for arraignment-only attorneys in the OCJ directly from the MIDC and act as the grant administrator for all local district court funding units within the County; and

WHEREAS the County may terminate or cancel the Interlocal Agreement, in whole or in part, immediately upon notice to local funding units if the third-party funding for Standard 4 from the MIDC is reduced or eliminated.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves and authorizes the attached Interlocal Agreement.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby directs its Chairperson or designee to execute the attached Interlocal Agreement between the County and any local funding unit within the County that signs the Agreement.

BE IT FURTHER RESOLVED that no budget amendment is required at this time.

Chairperson, on behalf of the Finance Committee, I move the adoption of the foregoing resolution.

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**#7**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Council President and City Council Members

**FROM:** Irwin Williams, Interim Finance Director through the office of  
Jane Bais DiSessa, Deputy Mayor

**DATE:** January 22, 2020

**Cc:** Honorable Mayor Waterman, and Anthony Chubb, City Attorney

**RE:** **Resolution to award Meraki Switch contract to PCM at a cost not to exceed \$68,804.07.**

To ensure that the City's computer system runs efficiently, connectively with our networking system is key. The Meraki switch, will enable our IT Department to create a reliable and secure network that will meet our computer needs and simplify network management. Built for governments with small IT Departments, the Meraki switch will:

- reduce the need for day-to-day network maintenance and on-site troubleshooting;
- provide on-site management with no hardware controllers;
- pre-configure devices before they arrive; and
- manage all network infrastructure from one site.

Installation of the Meraki switch requires no specialized training, allowing IT staff to quickly set up and manage the network promptly. The Meraki switches will be installed for computer operations at both City Hall and the District Court facilities.

The bid opening was held on December 19, 2019---a total of eight bids were received. The lowest, qualified bid was submitted by PCM at a cost of \$68,804.07. A copy of the bid tabulation sheet and RFP is attached for your information.

For your consideration, the following resolution is recommended:

*Whereas, the Meraki Switch will enhance the City's computer system by creating a reliable and secure network system that will enhance and streamline network management; and*

*Whereas, this item is budgeted in the FY 2019/20 Adopted Budgeted.*

*It is therefore recommended that the Meraki Switch contract be awarded to PCM at a cost not to exceed \$68,804.07.*

Attachments

## Bid Tabulation

This unofficial tabulation is for your information and only included what was read at the bid opening. The information has not been evaluated or confirmed.

	Dewpoint, Inc.	Saitech, Inc.	Software Information Resource Corp.	Howard Technology Solutions	PCM	Hypertech Direct	Total Communications Inc.	IT Resource, Inc.
MS425-32-HW QTY 2	Unit Price \$14,108.70 Total Amount \$28,217.39 5 Year warrant incl.	Unit Price \$10,390.00 Total Amount \$20,780.00 5 Year warrant incl.	Unit Price \$13,302.96 Total Amount \$26,605.42 5 Year warrant incl.	Unit Price \$13,539.00 Total Amount \$27,078.00 5 Year warrant \$	Unit Price \$9,680.00 Total Amount \$19,360.00 5 Year warrant incl.	Unit Price \$10,551.02 Total Amount \$21,102.4 5 Year warrant \$	Unit Price \$10,256.67 Total Amount \$20,513.34 5 Year warrant \$0	Unit Price \$10,807.30 Total Amount \$21,614.59 5 Year warrant Listed separately
MS225-48FP-HW QTY 9	Unit Price \$4,982.943 Total Amount \$44,846.41 5 Year warrant incl.	Unit Price \$3,660.00 Total Amount \$32,940.00 5 Year warrant incl.	Unit Price \$4,698.36 Total Amount \$42,285.24 5 Year warrant incl.	Unit Price \$4,782.00 Total Amount \$43,038.00 5 Year warrant	Unit Price \$3,418.80 Total Amount \$30,769.20 5 Year warrant incl.	Unit Price \$3,726.43. Total Amount \$33,537.87 5 Year warrant \$	Unit Price \$3,622.47 Total Amount \$32,602.23 5 Year warrant \$0	Unit Price \$3,816.95 Total Amount \$34,352.51 5 Year warrant Listed separately
MS225-24P-HW QTY 1	Unit Price \$3,119.95 Total Amount \$3,119.95 5 Year warrant incl.	Unit Price \$2,290.00 Total Amount \$2,290.00 5 Year warrant incl.	Unit Price \$2,941.77 Total Amount \$2,941.77 5 Year warrant incl.	Unit Price \$2,994.00 Total Amount \$2,994.00 5 Year warrant	Unit Price \$2,140.60 Total Amount \$2,140.60 5 Year warrant incl.	Unit Price \$2,333.21 Total Amount \$2,333.21 5 Year warrant \$	Unit Price \$2,268.12 Total Amount \$2,268.12 5 Year warrant \$0	Unit Price \$2,389.89 Total Amount \$2,389.89 5 Year warrant Listed separately
MA-CBL-40G-50CM QTY 11	Unit Price \$70.54 Total Amount \$775.98 5 Year warrant incl.	Unit Price \$52.00 Total Amount \$572.00 5 Year warrant incl.	Unit Price \$66.51 Total Amount \$731.61 5 Year warrant incl.	Unit Price \$68.00 Total Amount \$748.00 5 Year warrant	Unit Price \$48.40 Total Amount \$532.40 5 Year warrant incl.	Unit Price \$52.76 Total Amount \$580.36 5 Year warrant \$	Unit Price \$51.28 Total Amount \$564.08 5 Year warrant N/A	Unit Price \$54.04 Total Amount \$594.42 5 Year warrant No Charge
MA-SFP-10GB-SR QTY 16	Unit Price \$638.10 Total Amount \$10,209.57 5 Year warrant incl.	Unit Price \$470.00 Total Amount \$7,520.00 5 Year warrant incl.	Unit Price \$601.66 Total Amount \$9,626.56 5 Year warrant incl.	Unit Price \$613.00 Total Amount \$9,808.00 5 Year warrant \$	Unit Price \$437.80 Total Amount \$7,004.80 5 Year warrant incl.	Unit Price \$477.19 Total Amount \$7,335.04 5 Year warrant \$	Unit Price \$463.88 Total Amount \$7,422.08 5 Year warrant N/A	Unit Price \$488.79 Total Amount \$7,820.63 5 Year warrant No Charge
MA-SFP-1GB-TX QTY 4	Unit Price \$276.64 Total Amount \$1,114.57 5 Year warrant incl.	Unit Price \$205.00 Total Amount \$820.00 5 Year warrant incl.	Unit Price \$262.73 Total Amount \$1,050.92 5 Year warrant incl.	Unit Price \$268.00 Total Amount \$1,072.00 5 Year warrant \$	Unit Price \$191.18.00 Total Amount \$764.72 5 Year warrant incl.	Unit Price \$208.39 Total Amount \$833.56 5 Year warrant \$	Unit Price \$202.57 Total Amount \$810.28 5 Year warrant N/A	Unit Price \$213.44 Total Amount \$853.76 5 Year warrant No Charge
LIC-MS425-32-SYR QTY 2	Unit Price \$2,488.26 Total Amount \$4,976.52 5 Year warrant incl.	Unit Price \$1,785.00 Total Amount \$3,570.00 5 Year warrant incl.	Unit Price \$2,346.16 Total Amount \$4,692.32 5 Year warrant incl.	Unit Price \$2,388.00 Total Amount \$4,776.00 5 Year warrant incl.	Unit Price \$1,668.40 Total Amount \$3,336.80 5 Year warrant incl.	Unit Price \$1,821.22 Total Amount \$3,642.44 5 Year warrant incl.	Unit Price \$1,807.91 Total Amount \$3,615.82 5 Year warrant N/A	Unit Price \$1,852.90 Total Amount \$3,705.79 5 Year warrant included
LIC-MS225-24P-SYR QTY 1	Unit Price \$529.08 Total Amount \$529.08 5 Year warrant incl.	Unit Price \$380.00 Total Amount \$380.00 5 Year warrant incl.	Unit Price \$498.86 Total Amount \$498.86 5 Year warrant incl.	Unit Price \$508.00 Total Amount \$508.00 5 Year warrant incl.	Unit Price \$354.75 Total Amount \$354.75 5 Year warrant incl.	Unit Price \$387.24 Total Amount \$387.24 5 Year warrant incl.	Unit Price \$384.41 Total Amount \$384.41 5 Year warrant N/A	Unit Price \$393.98 Total Amount \$393.98 5 Year warrant included
LIC-MS225-48FP-SYR QTY 8	Unit Price \$846.52 Total Amount \$6,772.17 5 Year warrant incl.	Unit Price \$608.00 Total Amount \$4,864.00 5 Year warrant incl.	Unit Price \$798.18 Total Amount \$6,385.44 5 Year warrant incl.	Unit Price \$813.00 Total Amount \$6,504.00 5 Year warrant incl.	Unit Price \$567.6 Total Amount \$4,540.80 5 Year warrant incl.	Unit Price \$619.59 Total Amount \$4,956.72 5 Year warrant incl.	Unit Price \$615.06 Total Amount \$4,920.48 5 Year warrant N/A	Unit Price \$630.36 Total Amount \$5,042.92 5 Year warrant No Charge
	Total \$100,561.64	Total: \$73,736.00	Total: \$94,818.14	Total: \$96,526.00	Total: \$68,804.07	Total: \$74,708.84	Total: \$73,460.84	Total: \$76,768.49

Name/Work Activity of RFP: Meraki Network Switches

Witness: Jessica Massey, Purchasing Agent  
 Witness: Ken Martin

Opened by City Clerk: Sheila Grandison

City of Pontiac  
 47450 Woodward Ave.  
 Pontiac, MI 48342

Date/Time: 12/19/2019 @ 2:00 PM



## Financial Services – Purchasing Division

### NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

### **Meraki Switches**

If your firm plans to bid on this project, please send an e-mail response to [JMasse@pontiac.mi.us](mailto:JMasse@pontiac.mi.us) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.



## Financial Services – Purchasing Division

### NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Thursday, December 19, 2019 @ 2:00 pm** prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

#### **Meraki Switches**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave, Pontiac, MI 48342 by **2:00pm Thursday, December 19, 2019**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Sealed bid: **Meraki Switches**

For Opening: **Thursday, December 19, 2019 @ 2:00pm**

*An optional pre-bid meeting will be held in the Lion's Den Conference Room, located on the first floor of City Hall at 47450 Woodward Ave., Pontiac, MI 48342, on Thursday, December 19, 2019 @ 2:00pm. The proposal and contract requirements will be discussed at said meeting and it is optional that all bidders attend.*

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120.

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Bids to be Received**

Sealed bids for the Parking Lot Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan until Thursday, December 19, 2019 @ 2:00pm, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "*Meraki Switches*", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

### **1.2 Examination of Bid Documents**

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### **1.3 Withdrawal of Bids**

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

### **1.4 Bid Form**

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.



### **1.5 Basis of Award**

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

### **1.6 Bid Bond**

No Bid Bond is required.

### **1.7 Pre-Bid Meeting**

No pre-bid meeting will be held.

## **2. TERMS AND CONDITIONS**

### **2.1 Laws and Municipal Ordinances, Permits**

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

### **2.2 Non-Discrimination**

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220, Public Act of 1976, as amended

and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

### **2.3 Indemnification**

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

### **2.4 Jurisdictional Authority**

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland

County, Michigan and of the United States District Court for the Eastern District, Southern Division.

## **2.5     Severability**

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

## **2.6     Income Taxes**

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1 )Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

## **2.7     Compensation and Payment**

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoice will be signed by the City of Pontiac individual responsible for the contract authorizing payment.

**Original** invoice **must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

## **2.8     General Conditions**

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection.

All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

## **2.9 Quotations/Proposals**

Bidders **MUST** submit **an original and one copy**, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

## **2.10 Minor Deviations**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

## **2.11 Bonds and Insurance**

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award. If cause is found to change the recommendation that your company be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

**Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac at the time the contracts are returned by for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

## **2.12 Performance Bond**

*A performance bond is not required.*

## **2.13 Payment Bond**

No payment bond shall be required.

#### **2.14 Maintenance and Guarantee Bond**

No maintenance and guarantee bond shall be required.

#### **2.15 Subcontracting**

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

### **3. DESCRIPTION OF SERVICES**

#### **3.1 GENERAL**

The City of Pontiac is soliciting bids from companies to provide Meraki Infrastructure Network switches and warranties for the City in accordance with the specifications. Qualified companies that meet all criteria will be considered.

##### **Specifications**

The City intends to purchase the items listed on the Bid Form for the City of Pontiac's Network Infrastructure. Bids must be submitted on the Bid Form and include the cost of delivery.

Additional Requirements:

- All equipment must be new network equipment. Refurbished or second hand equipment will not be accepted.
- All Product must be received by January 2020.

##### **Product Warranty**

Specify or attach warranty information

#### **3.3 TERM OF CONTRACT**

One time purchase.

#### **3.4 PROGRESS PAYMENTS/RETAINAGE**

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

## FORM OF PROPOSAL

To: City of Pontiac, Michigan \_\_\_\_\_, 2019

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

**NOTE:** This proposal is solicited on a unit price or lump sum for work actually completed.

**THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.**

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: \_\_\_\_\_ Dated: \_\_\_\_\_

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications. Prices for individual properties may be requested for selected properties.



**Bid form**  
**Meraki Switches**

Part Number	Description	Quantity	Unit Price	Amount	5 Year Warranty
MS425-32-HW	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	2	\$	\$	\$
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	9	\$	\$	\$
MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	\$	\$	\$
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	11	\$	\$	\$
MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode	16	\$	\$	\$
MA-SFP-1GB-TX	Meraki 1 GbE SFP Copper Module	4	\$	\$	\$
LIC-MS425-32-5YR	Meraki MS425-32 Enterprise License and Support, 5YR	2	\$	\$	\$
LIC-MS225-24P-5YR	Meraki MS225-24P Enterprise License and Support, 5YR	1	\$	\$	\$
LIC-MS225-48FP-5YR	Meraki MS225-48FP Enterprise License and Support, 5YR	8	\$	\$	\$

### **References**

Provide contact information of references who you've provided goods to within the last Five (5) Years.

1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

If you require more room, please submit information on another sheet.

**CITY OF PONTIAC - BID PROPOSAL**

I, the undersigned, propose to provide goods proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described goods for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office # \_\_\_\_\_ Cell # \_\_\_\_\_

FAX# \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Council President and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**DATE:** January 23, 2020

**Cc:** Mayor Waterman, Anthony Chubb, City Attorney: and Irwin Williams, Interim Finance Director

**RE:** **Resolution to authorize the Mayor to sign the 2020 Automobile Theft Prevention Authority (ATPA) Grant Subrecipient Agreement between Oakland County and the City of Pontiac.**

The City of Pontiac has been utilizing the Auto Theft Prevention Authority (ATPA) grant from the State of Michigan through the Oakland County's Sheriff's office since 2013. This grant reimburses the municipality half of the eligible expenditures of a Sheriff's deputy assigned full time to the ATPA related activities.

The ATPA Grant runs from October 1 to September 30<sup>th</sup> of any given year. For the last 7 years (2013-2019) Oakland County has been able to apply for the grant on our behalf and we have been reimbursed half the costs for a Sheriff Deputy assigned full time to the auto theft prevention, in the amount of approximately \$67,000.

The State of Michigan is requiring that all the municipalities that receive the benefit of this grant through the OCSO, sign a sub-recipient agreement with Oakland County that delineates the rights and obligations of each party's responsibilities and obligations regarding the use of the grant.

City of Pontiac's responsibility is to provide funding for a Sherriff's Deputy to be assigned full time to the ATPA tasks. Oakland County has entered into a contract with the State of Michigan for the grant and will reimburse the City of Pontiac half of the costs as described above. For your information, a copy of the agreement is attached.

If City Council agrees with the sub-recipient agreement between the City and Oakland, County the following resolution is recommended:

*Whereas, the City of Pontiac has been utilizing the Auto Theft Prevention Authority Grant through Oakland County since 2013; and,*

*Whereas, the County and City may enter into an sub-recipient agreement by which the Oakland County Sheriff's Office would continue to assign a full time Sheriff Deputy to the ATPA activities; and,*

**Memorandum – ATPA Grant**

**January 23, 2020**

**Page 2 of 2.**

*Whereas, the Oakland County Sheriff's Office agrees to provide reimburse the City under the terms and conditions of the Agreement up to 50 percent of the eligible expenditures.*

*Now, Therefore, Be It Resolved that the City Council, authorizes the Mayor to sign the 2020 Automobile Theft Prevention Authority Grant Subrecipient Agreement between Oakland County and the City of Pontiac.*

JBD

Attachment

**2020 AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF PONTIAC**

---

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Pontiac, a Michigan Municipal Corporation ("Municipality").

**PURPOSE OF AGREEMENT.** The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds for expenses that it incurs related to the Oakland County Auto Theft Program (ATPA), a multijurisdictional auto theft prevention and recovery task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate ATPA agreement, the Municipality is responsible for providing a full-time employee for participation in ATPA and for all costs associated with that employment.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying ATPA-related costs.

The County intends to use a portion of the Grant funds to reimburse the municipality, as described below, subject to the terms and conditions of this agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
  - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.2. **Grant** means the 2020 Automobile Theft Prevention Authority Grant, (Exhibit A).
2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
  - 2.1. **Exhibit A** – 2020 Automobile Theft Prevention Authority Grant.
  - 2.2. **Exhibit B** – Memorandum of Agreement and participating local police departments.

### 3. COUNTY RESPONSIBILITIES.

- 3.1. The County will reimburse the Municipality, up to 60% of the total, for qualifying ATPA-related overtime including ATPA officers' salaries, fringe benefits, overtime, vehicle usage, cell phone, MAATI and IAATI dues, as described in the Grant agreement (Exhibit A).
- 3.2. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
  - a. The Municipality is not presently disbarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Has not within a three-year period preceding this application been convicted of or has a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.



4. **TERM.**

- 4.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

5. **ASSURANCES.**

- 5.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 5.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

6. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

7. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
14. **CAPTIONS**. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
15. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 15.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
- 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Pontiac, 47450 Woodward Ave., Pontiac, Michigan 48342.
- 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
16. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
18. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF**, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**IN WITNESS WHEREOF**, \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deirdre Waterman, Mayor  
City of Pontiac

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**#9**

# **RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**Planning Division**

47450 Woodward Ave • Pontiac, Michigan 48342  
Telephone: (248) 758-2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL**

**FROM: VERN GUSTAFSSON – PLANNING MANAGER**  
**DONOVAN SMITH – CITY PLANNER**  
**THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DIESSA**

**SUBJECT: RESOLUTION FOR ADOPTION**  
**2020-2024 CITY OF PONTIAC PARKS & RECREATION MASTER PLAN**

**DATE: JANUARY 22, 2020**

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In compliance with the Department of Natural Resources (DNR) requirements for Parks & Recreation Master Plan adoption, the Pontiac City Council on January 21<sup>st</sup>, held a Public Hearing for the 2020-2024 Parks & Recreation Master Plan at 12:00pm. We suggest the City Council approve the attached resolution to adopt the Parks & Recreation Master Plan 2020-2024 at a regularly scheduled meeting on January 28, 2020

At the City Council January 21, 2020 meeting, a Public Hearing was held and those that spoke encouraged City Council to adopt the Parks and Recreation Master Plan 2020-2024 and the public provided suggested parks and recreation improvements. In addition, City Council also provided their comments and suggestions, which were incorporated into the Parks & Recreation Master Plan. The updated Master Plan includes the following edits [see attached pages from the Master Plan; draft dated January 22, 2020]:

- **Crystal Lake Park Recreation Inventory Maps:** Updated to include; restore and improve boat launch and lake access site, a walking path along water edge with mile/kilometer markers, and install Crystal Lake historical marker.
- **Galloway Lake Park Recreation Inventory Maps:** Updated to include; restore and improve boat launch and lake access site, improve soccer field surface and restore ball field.
- **Action Plan, Goal #2 Park and Facility Development, Objectives:** Included to install tot lots in appropriate mini parks.
- **Other Public Comments:** Suggested improvement were already included in the Master Plan, including designate Hidden River as an "entertainment Space".
- **The Plan can be viewed online at**  
<https://drive.google.com/file/d/1gXUnU5ae3DDydYCYHSxpEfOryvI0gAvV/view>

The Updated draft Parks & Recreation Master Plan 2020-2024, dated January 22, 2020 **did not include City Council's suggested revision "Hidden River is not a Park"**. The City Council resolution dated July 2, 2019 resolved that "the Pontiac City Council hereby designates Hidden River Park as an Entertainment Space and not as a "Park".



According to uslegal.com designate/designation means "distinctive title or a distinguishing name". Further, the Pontiac Zoning Ordinance, Article 7, Chapter 2, Section 7.205 (F) defines Parks and Recreation Facilities as "an open area designed for the active and/or passive use of the general public and which may or may not contain playground or exercise facilities and equipment. The bottom line, Council passed a resolution that only renamed Hidden River from a Park to an Entertainment Space; it still remains a Park owned by the City.

Lastly, DDA was dissolved on June 30, 2012 this is why the previous Parks & Recreation Master Plan adopted on April 2, 2012, the Recreation Facilities Map on the City web site and current City-wide Master Plan adopted in 2016 did not show or identify Hidden River.

**City of Pontiac Parks and Recreation Master Plan 2020-2024**  
**Resolution for 2020-2024 Parks and Recreation Master Plan Adoption**

WHEREAS, the City of Pontiac has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents covering a five-year period for the years 2020 through 2024, and;

WHEREAS, the City of Pontiac began the process of developing a citywide recreation plan in accordance with the most recent guidelines developed by the Department of Natural Resources that were made available to local communities, and;

WHEREAS, residents of the City of Pontiac were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the parks and recreation plan, and;

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days, and;

WHEREAS, a public hearing was held on January 21, 2020 at Pontiac City Hall to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the City of Pontiac Parks and Recreation Master Plan 2020-2024, and;

WHEREAS, the City of Pontiac has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the City of Pontiac, and;

WHEREAS, the Pontiac City Council voted to adopt the City of Pontiac Parks and Recreation Master Plan 2020-2024 on January 28, 2020, and;

NOW, THEREFORE BE IT RESOLVED the Pontiac City Council hereby adopts the City of Pontiac Parks and Recreation Master Plan 2020-2024.

**DRAFT**  
1/22/2020

# PARKS, RECREATION & SCHOOL FACILITY MAP

## City Park or Facility

1. Aaron Perry Park
2. Art Dunlap Park
3. Art Heaton Park
4. Baldwin Park
5. Beaudette Park
6. Bowens Senior Center
7. Charlie Harrison Park
8. Cherrylawn Park
9. Clinton River Trail
10. Crystal Lake Park
11. Dawson Pond Park
12. Ewalt Center
13. Ferry Farms Park
14. Fisher Street Park
15. Galloway Lake Park
16. Hawthorne Park
17. Indian Village Park
18. Jaycee Park
19. Lakeside Park
20. Madge Burt Park
21. Mattie McKinney Hatchett Park
22. Motor & Montana Park
23. Murphy Park
24. North Kiwanis Park
25. North Spur Trail
26. Oakland Park
27. Oliver Playfield
28. Optimist Park
29. Richardson Park
30. Rotary Park
31. Ruth Peterson Community Center
32. Shirley & Willard Park
33. South Kiwanis Park
34. Steed Park
35. Trinity Missionary Baptist Church Park
36. Washington/Argyle Park
37. Youth Recreation & Enrichment Center

## Civic Spaces/Plazas/Squares

38. Buckley Fountain
39. Hidden River Entertainment Space
40. Kusatsu Friendship Garden
41. Phoenix Center Amphitheater

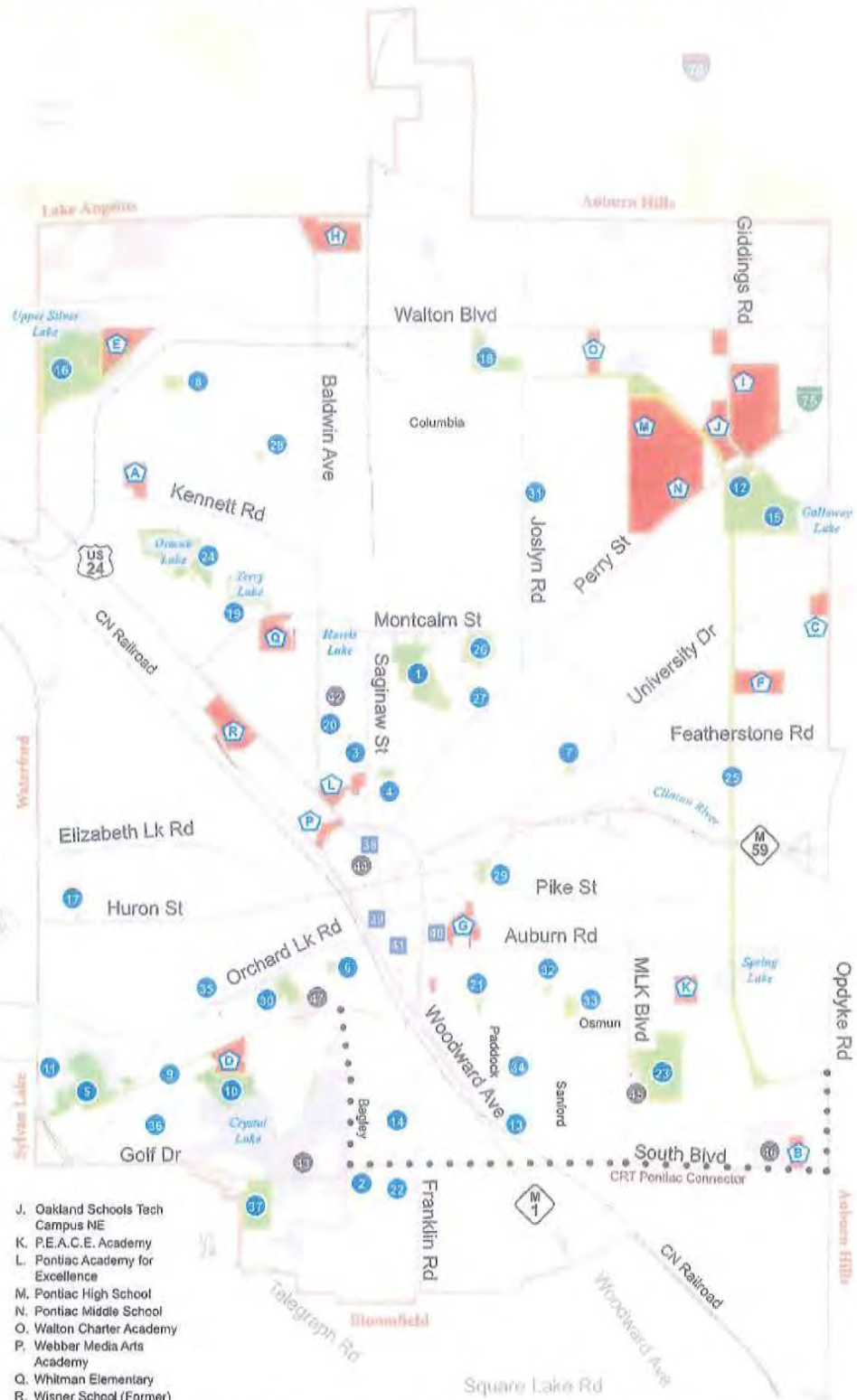
## Privately Owned Facility

42. Community Backyard on Home Street
43. Links at Crystal Lake
44. Saginaw Green
45. Salvation Army Pontiac Community Center
46. Ultimate Soccer Arenas
47. Wessen Tennis Club

## Educational Facility

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>A. Alcott Elementary</li> <li>B. Arts &amp; Technology Academy of Pontiac</li> <li>C. Baker College</li> <li>D. Bethune Elementary (Former)</li> <li>E. Hawthorne Elementary (Former)</li> <li>F. Herrington Elementary</li> <li>G. International Technology Academy/WHRC</li> <li>H. Owen Elementary/Kennedy Center</li> <li>I. Notre Dame Prep Academy</li> </ol> | <ol style="list-style-type: none"> <li>J. Oakland Schools Tech Campus NE</li> <li>K. P.E.A.C.E. Academy</li> <li>L. Pontiac Academy for Excellence</li> <li>M. Pontiac High School</li> <li>N. Pontiac Middle School</li> <li>O. Walton Charter Academy</li> <li>P. Webber Media Arts Academy</li> <li>Q. Whitman Elementary</li> <li>R. Wisner School (Former)</li> </ol> |
|--|--|

The information provided herein has been compiled from various sources, including aerial photos, maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources referenced above when questions arise.





# CITY-OWNED RECREATION FACILITIES INVENTORY

DRAFT  
1/22/2020

Map No.	Park Name	Received DNR Grant	Park Classification	Park Acreage	Accessibility Rating	City Council District	Baseball/Softball Field	Basketball Court	Bike Parking (Y/N)	Boat Access	Cricket Field	Fishing Pier	Fitness Equipment (Y/N)	Grill (Y/N)	Horseshoe Pits (Y/N)	Parking (Y/N)	Picnic Shelter/Pavilion	Picnic Tables (Y/N)	Playground Equipment	Restrooms	Skate Park	Sledding Hill	Soccer Field	Tennis Court	Volleyball Court	Walking Path (Y/N)
<b>Community Parks</b>																										
1	Aaron Perry Park	L	CP	33.49	2	6	2	-	Y	-	-	-	-	-	-	Y	-	Y	1	1	-	-	3	-	-	-
5	Beaudette Park	L; C	CP	55.39	2	1;2	1	2	-	1	-	1	Y	Y	Y	Y	1	Y	1	1	-	-	-	1	-	-
10	Crystal Lake Park	-	CP	42.93	1	1	-	-	-	-	-	1	-	-	-	Y	-	-	-	-	-	-	-	-	-	-
15	Galloway Lake Park	L	CP	63.42	2	5	-	2	-	-	-	1	-	Y	-	Y	-	Y	1	1	-	-	1	4	-	-
16	Hawthorne Park	L; M	CP	77.33	2	4	-	-	Y	1	-	1	-	Y	Y	Y	1	Y	1	1	-	-	-	-	-	-
18	Jaycee Park	L	CP	18.22	2	4	5	-	Y	-	-	-	-	Y	Y	Y	-	Y	1	1	-	-	-	-	3	-
23	Murphy Park	L; B	CP	45.75	3	7	1	-	Y	-	1	-	-	Y	Y	Y	1	Y	1	1	-	1	-	-	1	-
26	Oakland Park	L	CP	14.43	3	6	1	2	Y	-	-	-	Y	-	-	Y	-	Y	1	1	1	-	-	2	-	Y
<b>Community Parks Subtotal</b>				<b>350.96</b>	-	-	<b>10</b>	<b>6</b>	-	<b>2</b>	<b>1</b>	<b>4</b>	-	-	-	-	<b>3</b>	-	<b>7</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>7</b>	<b>4</b>	-
<b>Neighborhood Parks</b>																										
4	Baldwin Park	-	NP	2.90	2	6	-	-	-	-	-	-	-	-	-	-	-	Y	1	-	-	-	1	-	-	-
7	Charlie Harrison Park	-	NP	1.37	2	6	-	1	-	-	-	-	-	-	-	-	-	Y	1	-	-	-	-	-	-	Y
8	Cherrylawn Park	L	NP	5.21	2	4	1	1	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-
19	Lakeside Park	L	NP	4.35	2	3	-	-	-	-	-	-	-	-	-	-	-	Y	1	-	-	-	-	-	-	-
21	Mattie McKinney Hatchett Park	-	NP	1.93	3	1	-	1	Y	-	-	-	-	-	-	-	1	Y	1	-	-	-	-	-	-	Y
24	North Kiwanis Park	L	NP	26.95	2	3	1	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-
29	Richardson Park	L	NP	4.15	2	7	-	1	Y	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
30	Rotary Park	L	CP	7.06	2	1	-	2	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
32	Shirley & Willard Park	-	NP	1.78	2	7	-	1	-	-	-	-	-	-	-	-	1	Y	1	-	-	-	-	-	-	-
33	South Kiwanis Park	L	NP	5.36	2	7	-	1	-	-	-	-	-	Y	-	-	-	Y	1	-	-	-	1	-	-	-
<b>Neighborhood Parks Subtotal</b>				<b>61.06</b>	-	-	<b>2</b>	<b>8</b>	-	<b>0</b>	<b>0</b>	<b>1</b>	-	-	-	-	<b>2</b>	-	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>	-
<b>Mini Parks</b>																										
2	Art Dunlap Park	-	MP	0.43	2	1	-	2	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
3	Art Heaton Park	-	MP	0.31	2	6	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Dawson Pond Park	-	MP	0.19	2	2	-	-	-	-	-	1	-	Y	-	-	-	Y	-	-	-	-	-	-	-	-
13	Ferry Farms Park	-	MP	0.17	3	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
14	Fisher Street Park	L	MP	0.43	2	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
17	Indian Village Park	L	MP	0.67	2	2	-	-	-	-	-	-	-	-	-	-	-	Y	1	-	-	-	-	-	-	-
20	Madge Burt Park	-	MP	0.18	2	6	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
22	Motor & Montana Park	-	MP	0.19	2	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
27	Oliver Playfield	-	MP	0.80	0	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28	Optimist Park	L	MP	1.26	2	3	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
34	Steed Park	-	MP	0.31	2	7	-	1	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
35	Trinity Missionary Baptist Church Park	-	MP	0.25	2	2	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
36	Washington/Argyle	-	MP	0.24	2	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-
<b>Mini Parks Subtotal</b>				<b>5.43</b>	-	-	<b>0</b>	<b>4</b>	-	<b>0</b>	<b>0</b>	<b>1</b>	-	-	-	-	<b>0</b>	-	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Community Center</b>																										
6	Bowens Senior Center	-	CC	2.23	3	1	-	-	Y	-	-	1	-	-	Y	Y	-	-	-	-	-	-	-	-	-	Y
12	Ewalt Center	-	CC	1.26	3	5	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	-
31	Ruth Peterson Community Center	-	CC	0.66	3	6	-	-	Y	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	-
37	Youth Recreation & Enrichment Center	-	CC	11.96*	3	1	-	1	-	-	-	-	-	-	-	Y	-	Y	1	-	-	-	-	-	-	-
<b>Community Centers Subtotal</b>				<b>4.15</b>	-	-	<b>0</b>	<b>1</b>	-	<b>0</b>	<b>0</b>	<b>1</b>	-	-	-	-	<b>0</b>	-	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Linear Parks</b>																										
9	Clinton River Trail	M	LP	15.03	2	1;7	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	Y
25	North Spur Trail	M	LP	93.63	2	5;7	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	Y
<b>Linear Parks Subtotal</b>				<b>108.66</b>	-	-	<b>0</b>	<b>0</b>	-	<b>0</b>	<b>0</b>	<b>0</b>	-	-	-	-	<b>0</b>	-	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>All Parks Totals</b>				<b>530.26</b>			<b>12</b>	<b>19</b>	-	<b>2</b>	<b>1</b>	<b>7</b>	-	-	-	-	<b>5</b>	-	<b>28</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>8</b>	<b>4</b>	-

Legend: CP = Community Park; NP = Neighborhood Park; MP = Mini-Park; CC = Community Center; LP = Linear Park; Y = Yes  
 L = Land & Water Conservation Fund; B = Bond Fund; M = Michigan Natural Resources Trust Fund; C = Clean Michigan Initiative  
 \* The Youth Recreation & Enrichment Center is a leased facility and the acreage is not included



**DRAFT**  
1/22/2020

## CRYSTAL LAKE PARK

Accessibility Rating	Acreage	Classification	Park Identity	Council District
<b>1</b>	<b>42.93</b>	<b>COMMUNITY PARK</b>	<b>PASSIVE RECREATION FISHING &amp; PICNIC</b>	<b>1</b>

### DESCRIPTION

Crystal Lake Park is located on the northern shores of Crystal Lake in the southwestern portion of the City. Due to vandalism and deterioration, many of the amenities in this park have been removed. There is a great opportunity to redevelop this scenic area and transform it into a lakefront park.

### RECENT PARK IMPROVEMENTS

- Demolished and removed many park amenities that were in poor condition

### GRANTS AWARDED

- None

### POTENTIAL PARK UPGRADES

- Create a new site plan for the park with waterfront activities and canoe/kayak launch
- Restore and improve boat launch and lake access site
- Install Crystal Lake historical marker
- Keep public access at the park
- Install new park entry sign
- New benches and picnic tables
- Picnic Shelter
- Walking path along waters edge with mile/kilometer markers
- Create a natural vegetative buffer at edge of Crystal Lake to reduce stormwater runoff
- Discourage area residents and park visitors from feeding the wildlife and water fowl

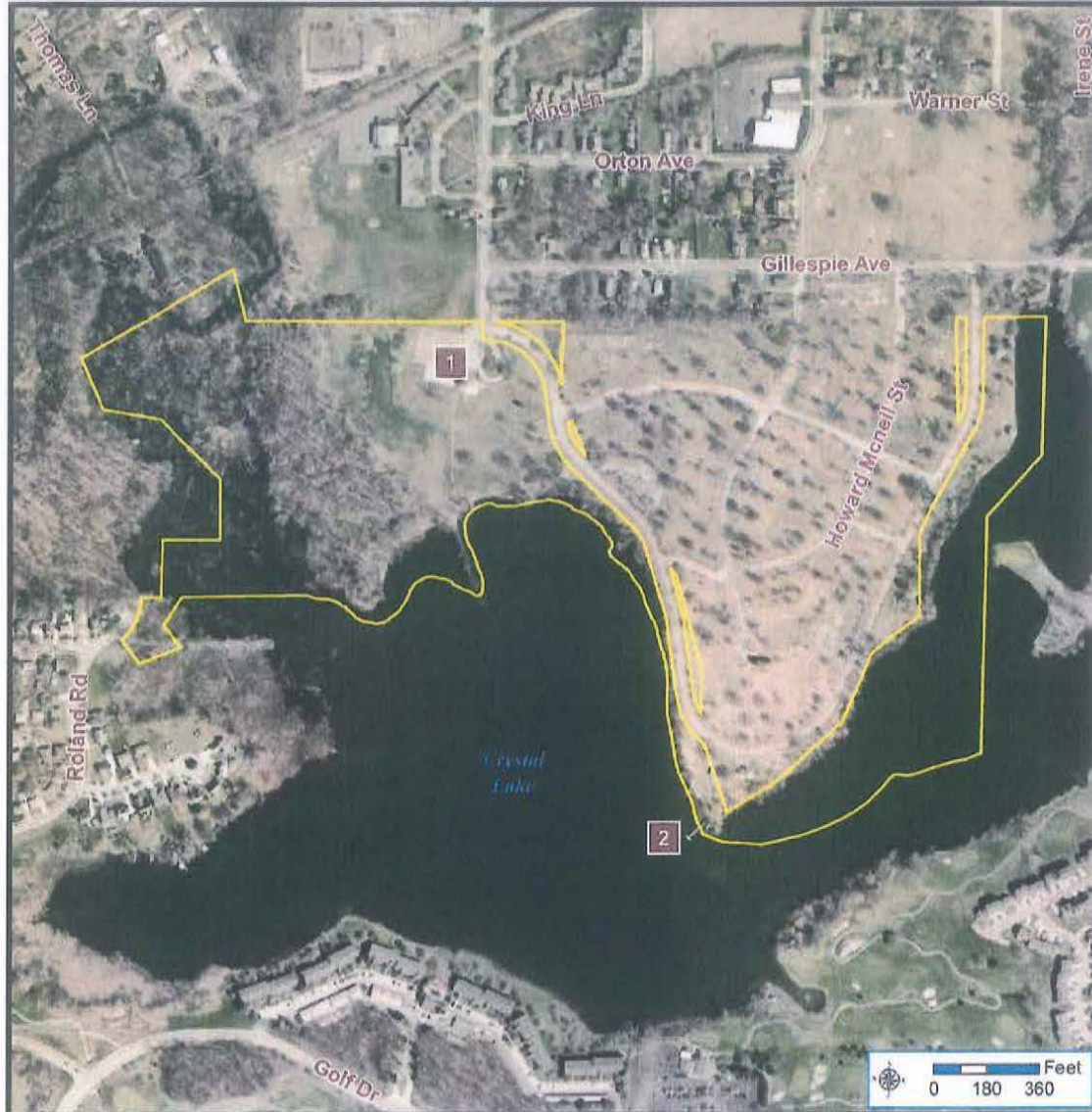
### NOTES

- The entryway to the park has been barricaded.



DRAFT  
1/22/2020

# CRYSTAL LAKE PARK



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

2017 Aerial Photo

- 1 Park Entryway
- 2 Fishing Pier





**DRAFT**  
1/22/2020

## GALLOWAY LAKE PARK

Accessibility Rating	Acreage	Classification	Park Identity	Council District
<b>2</b>	<b>63.42</b>	<b>COMMUNITY PARK</b>	<b>ACTIVE RECREATION MULTI-USE</b>	<b>5</b>

### DESCRIPTION

This community park is located along Perry Street in the northeastern portion of the City. The large, 63 acre park offers many open spaces as well as access to Galloway Lake. Facilities include two basketball courts, soccer field, playground, picnic areas, parking, restrooms, tennis courts, Ewalt Community Center and a fishing pier.

### RECENT PARK IMPROVEMENTS

- Two ball fields and dugouts were in poor condition and removed

### GRANTS AWARDED

- LWCF Grant # 26-00789
- LWCF Grant # 26-00886
- LWCF Grant # 26-01472



### POTENTIAL PARK UPGRADES

- Create a new site plan for the park and include a picnic shelter, spray park, ice skating rink and skate park
- Ewalt Center is a potential new location for the Youth & Enrichment Center
- Improve fishing pier
- Restore and improve boat launch and lake access site
- Consider having paddleboat, canoe, kayak and paddleboard rentals
- Create a walking path with mile/kilometer markers
- Improve soccer field surface
- Restore ball field
- Replace comfort station/restrooms
- Work with Oakland County Water Resources Commissioner's Office to remove the old pump station
- Maintain a natural vegetative buffer at edge of Galloway Lake to reduce stormwater runoff
- Discourage area residents and park visitors from feeding the wildlife and water fowl
- Create trailhead for North Spur Trail
- Improve pedestrian access from Palmer Dr, Bay St, Baltimore Ave and Madison St and discourage ORV use

### NOTES

- Restroom building is in poor condition and is closed
- Oakland County Water Resources Commissioner's Office constructed a pump station building on park property ca. 2015
- Four tennis courts at the park are in poor condition



DRAFT  
1/22/2020

## GALLOWAY LAKE PARK



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

2017 Aerial Photo

- |                                   |                    |
|-----------------------------------|--------------------|
| 1 Ewalt Community Center (closed) | 6 Restrooms        |
| 2 New Pump Station                | 7 Soccer Field     |
| 3 Basketball Courts               | 8 Old Pump Station |
| 4 Playground Equipment            | 9 Fishing Pier     |
| 5 Tennis Courts                   | P Parking          |



## **Goal #2 PARK & FACILITY DEVELOPMENT**

Provide planning, park design and recreation facility improvements that respond to the needs and interests of Pontiac's diverse community and develop inclusive, accessible parks and recreational facilities.

### **Objectives**

- Work with the community to develop concept plans for Community Parks that include utilities, vehicle and bike parking, walking paths, new fields/courts/playgrounds and support facilities such as restrooms, picnic shelters and grills.
- Determine needs for new equipment and updates to existing facilities and ensure they are accessible to all park users regardless of ability.
- Offer variety of barrier free and age friendly spaces (playground, courts, fields).
- Determine which parks will have Winter Recreation including plowing snow, maintenance, events and activities.
- Maintain and improve existing green infrastructure, wetlands, mature trees and wildlife habitat.
- Design facilities and amenities that use vandal resistant materials, have hidden fasteners and require minimal maintenance.
- Where possible replace wood chips with poured in place rubber surface.
- Install gates at Community Parks to enforce compliance with park hours of operation and deter vandalism.
- Implement Disc Golf Activities within parks system.
- Implement a Dog Park area within select parks.
- Improve a Community and Recreation Center.
- Install tot lots in appropriate mini parks.